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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.7 Cancellation of Application for Service

- A. Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. Special charges described in 2.5.6.A. through 2.5.6.C. will be calculated and applied on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Discontinuance of Service

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Without incurring liability, Lingo may refuse or discontinue service for the following reasons provided that, unless otherwise stated, Customers will be given five (5) days written notice and by first class mail, with a final notice by Certified Mail five (5) days prior to discontinuance.

- 2.6.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.6.2 For noncompliance with or violation of Commission regulation or Company's rules and regulations on file with the Commission.
- 2.6.3 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- 2.6.4 For failure of the Customer to make proper application for service or for use of telephone service for any other property or purpose than that described in the application.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

- 2.6.5 Without notice in the event of tampering with the equipment or services owned by Lingo or its agents.
- 2.6.6 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect Company equipment or Company service to others.
- 2.6.7 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by Lingo or its agents.
- 2.6.8 For non-payment of any amount past due to the Company by the Customer.
- 2.6.9 Without notice for unauthorized or unlawful use of Authorization Codes. Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.
- 2.6.10 Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.6.11 For Customer's breach of contract for service between the Company and the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions over two hours. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Allowances for Interruptions in Service (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption  
Less than 2 hours  
Over 2 Hours

Amount of Service To Be Credited  
None  
Credit Formula

Credit Formula:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 8 or more)

B = total monthly Recurring Charge for affected service.

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.9.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.10.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.10.3 pursuant to any financing, merger or reorganization of the Company.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12 Notices and Communications

- 2.12.1 The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.12.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.14 Miscellaneous Provisions

2.14.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.14.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Payphone Service Provider Services

2.15.1 Rules and Regulations

- A. Service for Payphone Service Provider ("PSP") Telephones is an exchange line service provided at the request of the subscriber for telecommunications use.
- B. Service is provided for use with PSP telephones.
- C. The carriage and completion of all local dialed calls including operator service functions are provided by the Company.
- D. Service is provided subject to the condition that telephone messages (local and long distance) placed from stations that are accessible to the public are completed over PSP lines (or other Public or Semipublic lines). Where service is furnished, any type or grade of service offered regularly at that location may be furnished in addition, provided such service is confined to locations solely for use by the particular establishment.
- E. Service may not be attached to other types of access lines. A subscriber must order a separate PSP Access line for each PSP telephone installed and will be billed the tariff rate for each line.
- F. Service may only be provided as Two-Way service, except lines placed in correctional institutions, schools, hospitals and other locations for which a specific exemption has been granted by the Public Service Commission. There will be no charge imposed for incoming calls.
- G. For customers subscribing to Caller ID - Deluxe, if the incoming call originates from a customer provided public telephone, the name information transmitted will always be "Pay Phone".

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Payphone Service Provider Services (Cont'd.)

2.15.1 Rules and Regulations (Cont'd.)

- H. The PSP shall be responsible for the installation, operation and maintenance of any PSP instruments used in connection with this service.
- I. The PSP shall be responsible for payment of a nonrecurring charge as specified in this tariff for each visit by the Company or its agent to the customer's premises solely to determine that the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.
- J. PSP telephones must be connected to the telephone network in compliance with Part 68 of the FCC Rules and Regulations as well as regulatory requirements of the New York Public Service Commission. The telephones must have the following operational characteristics:
  - 1. Must be lighted during the hours of darkness when light from other sources is not adequate to read instructions and use the payphone.
  - 2. Must be able to access 911 Emergency Service, where available, at no charge to the calling party. Where 911 is not available, must be able to access the "Operator", at no charge to the calling party. The appropriate emergency number (Operator, 911) must be clearly posted at each PSP location.
  - 3. Must be equipped to return the coins to the caller in the case of an incomplete call, except messages to a Feature Group A access number.
  - 4. Must provide free access to dial-tone and toll free numbers (e.g., 800, 877, and 888).
  - 5. Must complete calls to local and long distance directory assistance.
  - 6. Must provide free access to the responsible party for repairs or refunds. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated public telephones.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Payphone Service Provider Services (Cont'd.)

2.15.1 Rules and Regulations (Cont'd.)

J. (Cont'd.)

7. Must be equipped with a legible sign, card, or plate of reasonable permanence that shall identify the following:
  - a. The telephone number and location address of the payphone station, name and certificate number of the certificate holder, the party responsible for repairs and refunds, address of responsible party, free phone number of responsible party, clear dialing instructions (including notice of the lack of availability of local or toll services) and the local coin rate.
  - b. For those payphone stations that will terminate conversation after a minimum elapse of time, notice shall be included on the sign card as well as an audible announcement 30 seconds prior to termination of the phone call.
8. Each payphone station that provides access to any interexchange company must provide coin free access to all locally available interexchange companies (except for Feature Group A access). The payphone station shall provide such access through the forms of access purchased by locally available long distance carries such as 10XXX+0, 10XXXX+0, 101XXXX+0, toll free (e.g., 800, 877, and 888) access.
9. May have a maximum of one non-dialable extension per station access line. This extension must be within the same premises as the main station and may be a maximum of 35 feet from the main station or have a privacy feature to disable the extension when the main station is in use.
10. No sales solicitation shall be allowed during the interval between the last digit dialed by the end user and connection with the interexchange carrier.
11. All 0- calls shall be routed to a telecommunications company that is authorized by the Commission to handle 0- calls. All other calls, including operator service calls, may be routed to the PSP's carrier of choice, unless the end user dials the appropriate access code for their carrier of choice, i.e., 950, 10XXX, 10XXXX, 101XXXX, and toll free access (e.g., 800, 877, and 888).

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Payphone Service Provider Services (Cont'd.)

2.15.1 Rules and Regulations (Cont'd.)

K. Each payphone station:

1. Must allow incoming calls to be received at all times, with the exception of those locations at hospitals, schools and locations specifically exempted by the Commission. There shall be no charge for receiving incoming calls.
2. A PSP may petition the Commission for an exception from the incoming call requirement for a period that shall not exceed two years from the effective date of the Order granting the exemption. Where incoming calls are not received, central office based intercept shall be provided at no charge to the end user and a written notice shall be prominently displayed on the payphone directly above or below the telephone which states: "Incoming calls blocked at request of law enforcement."
3. Must be connected to an individual access line.
4. Must permit outgoing calls to be placed at all times. Each pay telephone service company shall make all reasonable efforts to minimize the extent and duration of interruptions of service. Service repair programs should have as their objective the restoration of service on the same day that the interruption is reported to the company (Sundays and holidays excluded).

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Payphone Service Provider Services (Cont'd.)

2.15.1 Rules and Regulations (Cont'd.)

- L. Telephone Directories (current white page directory for the local calling area and a reasonably current yellow page directory that is appropriate for the calling area of the payphone station) shall be maintained at each payphone station.
  - 1. Where there is a single payphone station, a directory shall be maintained at each station.
  - 2. Where there are two or more payphone stations located in a group, a directory for the entire local calling area shall be maintained at every other station. However, where telephone pay stations are fully enclosed, a directory shall be maintained at each payphone station.
  - 3. Payphone stations that provide local directory assistance at no charge are exempt from the provision of this rule. A notice must appear on the placard if local directory assistance at no charge is being provided.
- M. Normal maintenance and coin collection activity shall include a review of the cleanliness of each payphone station.
- N. Each payphone station must comply with rules of the American National Standards Institute, Inc, relative to physical handicap accessibility.
- O. Each pay telephone station shall permit end users to input unlimited digits for the duration of the call.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Payphone Service Provider Services (Cont'd.)

2.15.1 Rules and Regulations (Cont'd.)

- P. Toll Fraud Liability - A company providing interexchange telecommunications services or local exchange telecommunications services shall not collect from a PSP for:
1. Charges billed to a line for calls which originates from that line through the use of access codes such as 10XXX, 10XXXX, 101XXXX, 950, and toll free (e.g. 800, 877, 888) access codes, or when the call originating from that line otherwise reached an operator position, if the originating line is subscribed to outgoing call screening and the call was placed after the effective date (the date after the call screening order was placed and associated charges apply) of the outgoing screening order;
  2. Charges for collect or third number billed calls, if the line to which the call was billed was subscribed to incoming call screening and the call was placed after the effective date of the incoming call screening order. Any call billed through the provider of local exchange telecommunications services or directly by an interexchange company, or through a billing agent, which have been identified as not collectible as described above, must be removed from any PSP's bill after the PSP gives notice of the fraudulent charges to the billing party. Pay telephone providers shall give such notice to the provider of local exchange telecommunications services and the interexchange company in writing no later than the due date of the bill.
  3. The provider of local exchange telecommunications services is responsible for charges described in a. above that are associated with the failure of the provider of local exchange telecommunications services' screening services.
  4. The interexchange company is responsible for charges described in P.1. above that are associated with the failure to properly validate calls via the appropriate provider of local exchange telecommunications services' database.
  5. Any charges accrued to a line when the subscriber has subscribed to the provider of local exchange telecommunications services to screen calls described in P.1. above shall not be the basis for discontinuance of local and intrastate service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Payphone Service Provider Services (Cont'd.)

2.15.1 Rules and Regulations (Cont'd.)

- Q. Providers serving confinement facilities shall provide for completion of all inmate calls allowed by the confinement facility.
- R. Pay telephones stations located in confinement facilities shall be exempt from the preceding requirements except that outgoing local and long distance calls may not be terminated until after a minimum elapsed time of ten minutes. Audible and written disconnect notifications shall apply, and one access line shall not be connected to more than three pay telephone stations.
- S. Proof of all necessary certifications must be furnished to the Company by the subscriber prior to service being furnished.
- T. The subscriber is responsible for meeting all federal, state and local statutes with respect to provision of PSP telephones in accordance with all hearing impaired and handicapped person requirements.
- U. Violations of Regulations
  - 1. Where any PSP telephone is used and/or connected in violation of this tariff, the Company will promptly notify the customer of the violation.
  - 2. Violations of the tariff, Commission rules pertaining to public telephone service or certification requirements will subject subscribers of service to suspension and/or termination of service.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Payphone Service Provider Services (Cont'd.)

2.15.1 Rules and Regulations (Cont'd.)

V. Service Features

Zone Sensitive Rate for PSP

Central Office Blocking with Operator Screening for Flat Rate Service. Subscribers to this service are required to take one of the following options where facilities are available to provide such service.

1. Two-Way Service:

- a. Provides central office blocking of 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.
- b. Provides central office blocking of 7 digit local, 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.
- c. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 3 - SERVICE AREAS

3.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the Incumbent LEC.

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## SECTION 4 - SERVICE CHARGES AND SURCHARGES

## 4.1 Service Order and Change Charges

## 4.1.1 Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Conversion Charge: Applies when converting service "as-is" from the incumbent LEC.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

## 4.1.2 Rates

Charge	Price
Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$25.00 per Order
Transfer of Service	\$25.00 per Order
TN Change	\$25.00 per Order
Line Signaling Change	\$25.00 per Order
Vanity Number Search	\$25.00 per Order
Establishing Dual Service	\$25.00 per Order
Expedite Service Charge (LWC/UNE)	\$50.00 per Order
Expedite Service Charge (Facilities)	\$200.00 per Day per Line
Expedite Service Charge (T1 Circuits)	\$595.00 per Day per Circuit

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.2 Premise (Maintenance) Visit Charge

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

Duration of time, per technician

Premise Work Charge	\$100.00
Initial Hour (time & materials)	\$165.00
Trouble Determination (per request)	\$110.00
Each Additional 15 minute increment	\$ 30.00
Each Additional Jack & Wiring (existing customer)	\$ 65.00

4.3 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Per occasion, per line: \$18.73

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.4 Carrier Presubscription

4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for IntraLATA and InterLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for IntraLATA and InterLATA long distance. The following options for long distance Presubscription are available:

- Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C: Customer may select a carrier other than the Company for IntraLATA toll calls subject to presubscription and the Company for InterLATA toll calls subject to presubscription.
- Option D: Customer may select the carrier other than the Company for both IntraLATA and InterLATA toll calls subject to presubscription
- Option E: Customer may select two different carriers, neither being the Company for IntraLATA and InterLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary InterLATA interexchange carrier.
- Option F: Customer may select a carrier other than the Company for no presubscribed carrier for IntraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all IntraLATA toll calls to the carrier of choice for each call.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.4 Carrier Presubscription (Cont'd.)

4.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.4 Carrier Presubscription (Cont'd.)

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.4 Carrier Presubscription (Cont'd.)

4.4.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.5 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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## SECTION 5 - LOCAL EXCHANGE SERVICE

## 5.1 General

Local exchange service is offered to Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

## 5.1.1 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.2 Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.



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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Service Plans

5.2.1 Lingo Basic Line

1. Lingo Basic Line is equipped with:

Basic Line  
Unlimited Local, Intra-LATA Long Distance  
Caller ID – Name and Number  
Call Waiting  
Hunting

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 LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF
 

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## SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

## 5.2 Local Service Plans (Cont'd.)

## 5.2.1 Lingo Basic Line (Cont'd.)

## 2. Rates

## All CLLI Areas:

CLLI	12 Month	24 Month	36 Month	CLLI	12 Month	24 Month	36 Month
ANGLDEAN	\$50.95	\$47.95	\$47.95	MDTWDEMT	\$50.95	\$47.95	\$47.95
BGVLDEBG	\$60.95	\$58.95	\$57.95	MLBODEMB	\$60.95	\$58.95	\$57.95
CMDNDECD	\$50.95	\$47.95	\$47.95	MLFRDEMF	\$50.95	\$47.95	\$47.95
DGBODEDG	\$60.95	\$58.95	\$57.95	MLTNDEML	\$60.95	\$58.95	\$57.95
DLMRDEDM	\$60.95	\$58.95	\$57.95	MSTNDEMA	\$50.95	\$47.95	\$47.95
DOVRDEDV	\$50.95	\$47.95	\$47.95	NWCSDENC	\$50.95	\$47.95	\$47.95
FETNDEFE	\$60.95	\$58.95	\$57.95	NWRKDENB	\$50.95	\$47.95	\$47.95
FRDRDEFR	\$60.95	\$58.95	\$57.95	OCVWDEOC	\$50.95	\$47.95	\$47.95
GMBODEGB	\$60.95	\$58.95	\$57.95	RHBHDERB	\$50.95	\$47.95	\$47.95
GNWDDEGN	\$60.95	\$58.95	\$57.95	SEFRDESF	\$50.95	\$47.95	\$47.95
GRTWDEGR	\$50.95	\$47.95	\$47.95	SLVLDESV	\$50.95	\$47.95	\$47.95
HCKSDEHC	\$50.95	\$47.95	\$47.95	SMYRDESM	\$60.95	\$58.95	\$57.95
HLOKDEHL	\$50.95	\$47.95	\$47.95	TLVLDETV	\$50.95	\$47.95	\$47.95
HRTLDEHL	\$60.95	\$58.95	\$57.95	WLMGDEPR	\$50.95	\$47.95	\$47.95
HRTNDEHA	\$60.95	\$58.95	\$57.95	WLMGDEWL	\$50.95	\$47.95	\$47.95
LARLDELRL	\$60.95	\$58.95	\$57.95	WRHLDEWH	\$50.95	\$47.95	\$47.95
LEWSDELW	\$50.95	\$47.95	\$47.95				

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Service Plans (Cont'd.)

5.2.1 Lingo Basic Line (Cont'd.)

2. Rates (Cont'd.)

Monthly Recurring Charges (Cont'd.)

- Toll Free service is available with this product see "Toll Free Service" in a later section for rates.
- All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the Lingo Basic Line bundle, standard rates located in section 5.3.2 will apply.
- The availability of certain features depends on ILEC feature availability.
- Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Basic Line. There is a maximum of 3 extensions per voicemail box.
- Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. Customer may choose to use another carrier for their long distance purposes; however, declining the Lingo long distance will not reduce the package monthly rate.
- Long distance is only applicable to standard outbound domestic long distance only, originating from Lingo customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

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## SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

## 5.2 Local Service Plans (Cont'd.)

## 5.2.2 Lingo Basic Plus

## 1. Lingo Basic Plus is equipped with:

Basic Line  
 Unlimited Features  
 Unlimited Local Intra-LATA Long Distance  
 Free Hunting

## 2. Rates

## Monthly Recurring Charges

CLLI	12 Month	24 Month	36 Month	CLLI	12 Month	24 Month	36 Month
ANGLDEAN	\$50.95	\$47.95	\$47.95	MDTWDEMT	\$50.95	\$47.95	\$47.95
BGVLDEBG	\$60.95	\$58.95	\$57.95	MLBODEMB	\$60.95	\$58.95	\$57.95
CMDNDECD	\$50.95	\$47.95	\$47.95	MLFRDEMF	\$50.95	\$47.95	\$47.95
DGBODEDG	\$60.95	\$58.95	\$57.95	MLTNDEML	\$60.95	\$58.95	\$57.95
DLMRDEDM	\$60.95	\$58.95	\$57.95	MSTNDEMA	\$50.95	\$47.95	\$47.95
DOVRDEDV	\$50.95	\$47.95	\$47.95	NWCSDENC	\$50.95	\$47.95	\$47.95
FETNDEFE	\$60.95	\$58.95	\$57.95	NWRKDENB	\$50.95	\$47.95	\$47.95
FRDRDEFR	\$60.95	\$58.95	\$57.95	OCVWDEOC	\$50.95	\$47.95	\$47.95
GMBODEGB	\$60.95	\$58.95	\$57.95	RHBHDERB	\$50.95	\$47.95	\$47.95
GNWDDEGN	\$60.95	\$58.95	\$57.95	SEFRDESF	\$50.95	\$47.95	\$47.95
GRTWDEGR	\$50.95	\$47.95	\$47.95	SLVLDESV	\$50.95	\$47.95	\$47.95
HCKSDEHC	\$50.95	\$47.95	\$47.95	SMYRDESM	\$60.95	\$58.95	\$57.95
HLOKDEHL	\$50.95	\$47.95	\$47.95	TLVLDETV	\$50.95	\$47.95	\$47.95
HRTLDEHL	\$60.95	\$58.95	\$57.95	WLMGDEPR	\$50.95	\$47.95	\$47.95
HRTNDEHA	\$60.95	\$58.95	\$57.95	WLMGDEWL	\$50.95	\$47.95	\$47.95
LARLDELR	\$60.95	\$58.95	\$57.95	WRHLDEWH	\$50.95	\$47.95	\$47.95
LEWSDELW	\$50.95	\$47.95	\$47.95				

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Service Plans (Cont'd.)

5.2.2 Lingo Basic Plus (Cont'd.)

2. Rates (Cont'd.)

Monthly Recurring Charges (Cont'd.)

Miscellaneous Service Charges will apply

Long Distance is available with this product

Declining free features does not reduce the package rate.

The availability of certain features depends on ILEC feature availability.

Caller ID Customers must provide and connect their own compatible CPE.

Toll Free service is available with this product

Early Termination Fees are calculated using the following formula:  $\$100 \times$   
Months

Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Product may not be available in all CLLIs.

An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Basic Plus. There is a maximum of 3 extensions per voicemail box.

## LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

## SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

## 5.2 Local Service Plans (Cont'd.)

## 5.2.3 Lingo Essentials

## 1. Lingo Essentials is equipped with:

Basic Line  
Unlimited Features  
Hunting  
200 Minutes of Domestic Inter-LATA Long Distance Charges

## 2. Rates and Charges

## A. Monthly Recurring Charges

CLLI	12 Month	24 Month	36 Month	CLLI	12 Month	24 Month	36 Month
ANGLDEAN	\$52.95	\$49.95	\$49.95	MDTWDEMT	\$52.95	\$49.95	\$49.95
BGVLDEBG	\$61.95	\$60.95	\$58.95	MLBODEMB	\$61.95	\$60.95	\$58.95
CMDNDECD	\$52.95	\$49.95	\$49.95	MLFRDEMF	\$52.95	\$49.95	\$49.95
DGBODEDG	\$61.95	\$60.95	\$58.95	MLTNDEML	\$52.95	\$49.95	\$49.95
DLMRDEDM	\$61.95	\$60.95	\$58.95	MSTNDEMA	\$52.95	\$49.95	\$49.95
DOVRDEDV	\$52.95	\$49.95	\$49.95	NWCSDENC	\$52.95	\$49.95	\$49.95
FETNDEFE	\$61.95	\$60.95	\$58.95	NWRKDENB	\$52.95	\$49.95	\$49.95
FRDRDEFR	\$61.95	\$60.95	\$58.95	OCVWDEOC	\$52.95	\$49.95	\$49.95
GMBODEGB	\$61.95	\$60.95	\$58.95	RHBHDERB	\$52.95	\$49.95	\$49.95
GNWDDEGN	\$61.95	\$60.95	\$58.95	SEFRDESF	\$52.95	\$49.95	\$49.95
GRTWDEGR	\$52.95	\$49.95	\$49.95	SLVLDESV	\$52.95	\$49.95	\$49.95
HCKSDEHC	\$52.95	\$49.95	\$49.95	SMYRDESM	\$61.95	\$60.95	\$58.95
HLOKDEHL	\$52.95	\$49.95	\$49.95	TLVLDETV	\$52.95	\$49.95	\$49.95
HRTLDEHL	\$61.95	\$60.95	\$58.95	WLMGDEPR	\$52.95	\$49.95	\$49.95
HRTNDEHA	\$61.95	\$60.95	\$58.95	WLMGDEWL	\$52.95	\$49.95	\$49.95
LARLDELR	\$61.95	\$60.95	\$58.95	WRHLDEWH	\$52.95	\$49.95	\$49.95
LEWSDELW	\$52.95	\$49.95	\$49.95				

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## SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

## 5.2 Local Service Plans (Cont'd.)

## 5.2.3 Lingo Essentials (Cont'd.)

## 2. Rates and Charges (Cont'd.)

## B. 200 Minute Long Distance Calling Block

In Contract Minutes	\$.049
No Contract Minutes	\$.075

Long distance is applicable to standard outbound domestic long distance, originating from Lingo customer to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls. Toll Free service is available with this product see "Toll Free Service".

## 3. Lingo Essentials Inclusive Feature List:

Call Trace	-Call Block
Call Forwarding Busy Line	-Call Forwarding
Call Waiting	-Caller ID
Call Return	-Enhanced Caller ID
Call Selector	-Hunting
Anonymous Call Rejection, per line	-Preferred Call Forwarding
	-Selective Class of Call
Remote Access – Call Forwarding Variable	Screening
	-Calling number delivery
Call Forwarding Don't Answer	blocking, per line
Distinctive Ringing Service	
Repeat Dialing	
Speed Calling	
Three-Way Calling	
Caller ID Deluxe	

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Service Plans (Cont'd.)

5.2.3 Lingo Essentials (Cont'd.)

4. Footnotes:

Toll Free service is available with this product. All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula:  $\$100 \times \text{Months Remaining}$ . The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

The availability of certain features depends on ILEC feature availability. Certain features are not available in all areas.

Customers may choose to use another carrier for their long distance purposes; however, declining the Lingo long distance will not reduce the package monthly rate



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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Service Plans (Cont'd.)

5.2.4 Lingo Value Line

1. Lingo Value Line is equipped with:

Basic Line

2. Rates

CLLI	12 Month	24 Month	36 Month	CLLI	12 Month	24 Month	36 Month
ANGLDEAN	\$48.95	\$45.95	\$45.95	DOVRDEDV	\$48.95	\$45.95	\$45.95
BGVLDEBG	\$58.95	\$56.95	\$54.95	FETNDEFE	\$58.95	\$56.95	\$54.95
CMDNDECD	\$48.95	\$45.95	\$45.95	FRDRDEFR	\$58.95	\$56.95	\$54.95
DGBODEDG	\$58.95	\$56.95	\$54.95	GMBODEGB	\$58.95	\$56.95	\$54.95
DLMRDEDM	\$58.95	\$56.95	\$54.95	GNWDDEGN	\$58.95	\$56.95	\$54.95

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## SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

## 5.2 Local Service Plans (Cont'd.)

## 5.2.4 Lingo Value Line (Cont'd.)

## 2. Rates (Cont'd.)

CLLI	12 Month	24 Month	36 Month	CLLI	12 Month	24 Month	36 Month
GRTWDEGR	\$42.95	\$45.95	\$45.95	MSTNDEMA	\$48.95	\$45.95	\$45.95
HCKSDEHC	\$42.95	\$45.95	\$45.95	NWCSDENC	\$48.95	\$45.95	\$45.95
HLOKDEHL	\$42.95	\$45.95	\$45.95	NWRKDENB	\$48.95	\$45.95	\$45.95
HRTLDEHL	\$48.95	\$56.95	\$54.95	OCVWDEOC	\$48.95	\$45.95	\$45.95
HRTNDEHA	\$48.95	\$56.95	\$54.95	RHBHDERB	\$48.95	\$45.95	\$45.95
LARLDELR	\$48.95	\$56.95	\$54.95	SEFRDESF	\$48.95	\$45.95	\$45.95
LEWSDELW	\$42.95	\$45.95	\$45.95	SLVLDESV	\$48.95	\$45.95	\$45.95
MDTWDEMT	\$42.95	\$45.95	\$45.95	SMYRDESM	\$58.95	\$56.95	\$54.95
MLBODEMB	\$48.95	\$56.95	\$54.95	TLVLDETV	\$48.95	\$45.95	\$45.95
MLFRDEMF	\$42.95	\$45.95	\$45.95	WLMGDEPR	\$48.95	\$45.95	\$45.95
MLTNDEML	\$48.95	\$46.95	\$45.95	WLMGDEWL	\$48.95	\$45.95	\$45.95
				WRHLDEWH	\$48.95	\$45.95	\$45.95

## 3. Footnotes

Toll Free service is available with this product see "Toll Free Service" in a later section. All customers will be required to sign a 12, 24 or 36 month term agreement. Early

Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

The availability of certain features depends on ILEC feature availability. Certain features are not available in all areas.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Service Plans (Cont'd.)

5.2.4 Lingo Value Line (Cont'd.)

3. Footnotes (Cont'd.)

Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered.

Caller ID Customers must provide and connect their own compatible CPE.

Product may not be available in all CLLIs.

An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Value Line. There is a maximum of 3 extensions per voicemail box.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Service Plans (Cont'd.)

5.2.5 Payphone Service Provider (PSP) Services

1. Payphone services are equipped with:

Payphone Line  
Free Non-Published Listing  
Free 900/976 Block  
Free International Direct Dial Block  
Unlimited Local Intra-LATA Long Distance

2. Rates

The monthly recurring charge for this service is \$54.30.

3. American Fiber Network (AFN) and Close Call America (CCA) Payphone Service Provider (PSP) Services

The following products of AFN or CCA have been grandfathered and will be billed as "Payphone."

Coin Line Flat Rate	Payphone Access Service
Coinless Payphone Access - Outward Only	Smart PAL
Coinless Payphone Access - Outbound Only	Smart Payphone
Interra Payphone Access Service	Smart Public
Interra Payphone Line Rate	PAL Message Rate
Payphone Access Line	

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.3 Ernest Communications

The following former products of Ernest were grandfathered. In addition, the name has changed to a current Lingo product as outlined below.

A. Lingo Basic Plus

Mo Svc-Bus-Spc

Mo Svc-RAC-Flat-29.54

B. Remote Call Forward (RCF)

Remote Call Forward-Spc

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Lightyear Network Solutions

The following former products of Lightyear were grandfathered. In addition, the name has changed to a current Lingo product as outlined below.

A. Lingo T1 Integrated (Complete)

DT1-23line w addtl 5,000 min  
Dynamic T-1 Loop A Monthly  
Loop A Monthly Charge

B. Lingo T1 PRI

LY BIZ Local PRI

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SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

5.5 Lingo T1 Services

A. Regulations

The 12-month, 24-month and 36-month term agreements are available for Services. Month-to-month service is not available. Early terminations will result in charge of \$100 x months remaining. (Per Location)

All Lingo Long Distance term offers are available in conjunction with these services.

The standard allowance of 5000 long distance minutes to locations within the contiguous United States and any optional Long Distance Bundles purchased include:

- Inbound and outbound long distance calls made to locations within the contiguous United States
- 8XX Toll Free Service

Long distance usage beyond the allowance and any purchased bundle is billed at \$0.049 per minute and at \$0.069 for 8XX toll-free calls.

Lingo T1 services do not include calling cards, international calling, calls to AK, HI, PR, and USVI other US Territories, or Canada, directory assistance calling, or voice mail. These services are provided pursuant to other Company tariffs or tariff equivalents. Lingo T1 services are not available to telemarketing firms, Internet Service Providers (ISPs) or call center operations, and are only available in select CLLIs.

End users may or may not choose Company IntraLATA and InterLATA long distance service. If end users utilize other long distance options there will be no price change.

All charges are inclusive of regulatory and special fees. Additional Local, State, Federal & usage-based taxes will apply in accordance with regulatory requirements.

May not be available in all service areas, limited to facility availability.

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## SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

## 5.5 Lingo T1 Services (Cont'd.)

## A.. Lingo T1 Complete

The Lingo T1 Complete option offers up to 24 voice lines with symmetrical data speeds burstable to 1.544 Mbps with the data speed available depending upon voice utilization of the T1 circuit bandwidth. The Complete option also offers a number of additional features inclusive within the basic rates:

- Long distance usage allowance of 5000 minutes per billing cycle for calls made to locations within the contiguous United States.
- Unlimited IntraLATA long distance calling
- Voice Features:

Call Waiting	Call Forwarding
Three-Way Calling	Speed Calling
Distinctive Ringing Service	Call Forwarding Busy Line
Hunting	Call Forwarding Don't Answer
Remote Access - Call Forwarding Variable	Call Return
Selective Class of Call Screening	Call Tracing
Repeat Dialing	Preferred Call Forwarding
Call Block	Anonymous Call Rejection
Call Selector	Enhanced Caller ID
Caller ID	Message Waiting Indication
Calling number delivery blocking, per line	Caller ID Deluxe
Call Transfer Disconnect	

## B.. Lingo T1 PRI

The Lingo T1 PRI offers the following inclusive features:

- Up to 23 ISDN B-Channels for Voice with D-channel for signaling
- 20 Direct Inward Dialing (DID) Numbers
- Caller name and number presentation
- Direct cable connection from phone system
- Unlimited IntraLATA long distance calling
- Long distance usage allowance of 5000 minutes per billing cycle to locations within the contiguous United States.



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**LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF**

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**SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)****5.5 Lingo T1 Services (Cont'd.)****C. Non-Recurring Charges****1. New Install**

The length of the term agreement signed by the customer will determine the total non-recurring charge required for install:

12-Month Term Agreement = \$600

24-Month Term Agreement = \$300

36-Month Term Agreement = \$0

**2. Service Order Charges**

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

Charge	Price
Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$60.00 per Order
Transfer of Service	\$60.00 per Order
TN Change	\$25.00 per Order
Line Signaling Change	\$25.00 per Order
Vanity Number Search	\$25.00 per Order
Establishing Dual Service	\$60.00 per Order
Expedite Service Charge (T1 Circuits)	\$595.00 per Day per Circuit

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## SECTION 5 - LOCAL EXCHANGE SERVICE (CONT'D.)

## 5.5 Lingo T1 Services (Cont'd.)

## C. Non-Recurring Charges (Cont'd.)

## 3. Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

Premise Work Charge	\$139.00
Initial Hour (time & materials)	\$165.00
Trouble Determination (per request)	\$110.00
Each Additional 30 minute increment	\$ 60.00
Each Additional Jack & Wiring (existing customer)	\$ 65.00

## 4. Monthly Recurring Charges

Lingo T1 Complete	\$4120.00
Lingo T1 Complete Lines	\$10.00 per line
Lingo T1PRI	\$ 555.00
Lingo T1 PRI – block of 20 DIDs	\$10.00 per block

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SECTION 6 - SUPPLEMENTAL SERVICES

6.1 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

6.1.1 Feature Descriptions

Anonymous Call Rejection - Gives the Customer the ability to prevent future calls from specific telephone numbers and can be activated after receipt of an unwanted call or after entering a telephone number from which the calling party does not wish to receive future calls. The screening list holds a maximum of fifteen (15) numbers.

Call Block (\*60) – Automatically rejects calls from a specified list of numbers or from the incoming number.

Call Forwarding - Allows incoming calls forwarded to be forwarded to another line specified by the Customer by dialing a code and the telephone number to which the calls will be forwarded.

Call Forwarding Don't Answer - Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.

Call Forward Busy Line - Automatically routes incoming calls to a predetermined telephone number when the called line is busy.

Call Return (\*69) - Automatically redials the last incoming call.

Call Trace (\*57) - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Waiting / Call Waiting with Caller ID - Allows the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switchhook to place the first call on hold and answer the waiting call. Call Waiting with Caller ID provides Call Waiting service with the display of Caller ID information for the call that is waiting.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

6.1 Optional Calling Features (Cont'd.)

6.1.1 Feature Descriptions (Cont'd.)

Caller ID-Number Only - Provides for the display of the calling party telephone number on Caller ID compatible Customer premises equipment.

Caller ID Name and Number - Provides for the display of the calling party name and telephone number on Caller ID compatible Customer premises equipment.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

Remote Access to Call Forwarding - Permits the customer who also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a Dual Tone Multi-Frequency (DTMF) telephone which has a full set of characters, including "\*" and "#". All charges incurred to access the remote number will be billed appropriately.

Repeat Dialing (\*66) - Automatically redials a busy number for up to 30 minutes until line is available.

Ring Master/Distinctive Ring - Allows a Customer to have up to two separate telephone numbers (one main and one additional number) associated with one local exchange access line. Each telephone numbers has a distinctive ring on incoming calls for identification purposes.

Speed Calling - Allows the Customer to dial an abbreviated code to originate a call to a list of programmed telephone numbers.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

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 LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF
 

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## SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

## 6.1 Optional Calling Features (Cont'd.)

## 6.1.2 Rates

## A. Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Feature	
Anonymous Call Rejection	\$6.75
Call Block	\$7.25
Call Forwarding Busy Line	\$5.71
Call Forwarding No Answer	\$5.20
Call Forwarding Variable	\$8.50
Call Return	\$7.00
Call Selector	\$9.00
Call Tracing	\$9.00
Caller ID	\$11.25
Caller ID Deluxe	\$13.75
Call Waiting	\$8.25
Calling number delivery blocking, per Line	\$9.00
Distinctive Ringing Service	\$6.50
Message Waiting Indication	\$3.20
Preferred Call Forwarding	\$9.00
Remote Access – Call Forwarding Variable	\$7.25
Repeat Dialing	\$8.90
Restrict Toll	
Hunting	\$6.95
Speed Calling	\$11.00
Star 98 Access	\$3.20
Three-Way Calling	\$6.49
Anonymous Call Rejection	\$6.75
Call Block	\$8.50

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## SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

## 6.1 Optional Calling Features (Cont'd.)

## 6.1.2 Rates (Cont'd.)

## B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer.

Feature	Per Use
Busy Redial	\$1.25
Return Call	\$1.25
Three Way Calling	\$1.25
Busy Connect	\$0.90

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SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

6.2 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

- |    |  |        |
|----|--|--------|
| a. | Where the customer direct dials Directory Assistance   | \$2.99 |
| b. | Where the customer places a call to the Directory Assistance attendant via a Telephone Company operator: | \$2.99 |
| c. | Where long directory assistance is long distance   | \$2.99 |

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SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

6.3 Operator Services

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed - Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls - Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.



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## SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

## 6.3 Operator Services (Cont'd.)

## 6.3.1 Local Usage Charges

Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call.

## 6.3.2 Per Call Service Charges

Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$2.50
Operator Assisted	
Collect	\$2.50
3rd Party Billed	\$3.65
Person-to-Person	\$5.00

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SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

6.4 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.4.1 Rates

Busy Line Verification, per request:	\$6.45
Busy Line Interrupt, per request:	\$7.50

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SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

6.5 Directory Listing Service

6.5.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

6.5.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

6.5 Directory Listing Service (Cont'd.)

6.5.2 Listings (Cont'd.)

B. Additional Listings

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Commissions, Divisions, Trade names, etc.

In connection with business service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business classification as the service with which such listings are furnished.

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SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

6.5 Directory Listing Service (Cont'd.)

6.5.2 Listings (Cont'd.)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Non published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/ or bill their clients, or, to telephone customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to customers on a call-by-call basis.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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## SECTION 6 - SUPPLEMENTAL SERVICES (CONT'D.)

## 6.5 Directory Listing Service (Cont'd.)

## 6.5.2 Listings (Cont'd.)

## D. Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

## 6.5.3 Monthly Rates

Additional Listings	\$4.00
Nonlisted Service	\$5.50
Nonpublished Service	\$4.00

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## SECTION 7 – TOLL SERVICES

## 7.1 General

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number, or, in some cases for IntraLATA, users must access the Company's network by dialing 1010678 then 1 + Area Code + Number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

No monthly recurring charges or minimum monthly billing requirements for outbound long distance calls will apply for those customers using Lingo for both local and long distance service. A minimum monthly billing requirement of \$4.95/account per month will apply for customers using Lingo for long distance service only.

Monthly Recurring Charge for Long Distance Only Customers: \$4.95

		Per Minute	Minimum Increment	Billing Increment
With Local Service		<Based on Product>	30 seconds	6 seconds
Without	Local	\$0.099	30 seconds	6 seconds
Service				

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## SECTION 7 – TOLL SERVICES (CONT'D.)

## 7.2 Lingo Long Distance Rates

Products	Rates Per Minute		
	Intra-Lata	Intra-State	Inter-State
Lingo Value Line	\$0.069	\$0.069	\$0.069
Lingo Basic Line	Unlimited	\$0.049	\$0.049
Lingo Essentials	Unlimited	\$0.049	\$0.049
Lingo Basic Plus	Unlimited	\$0.099	\$0.099
PSP (Payphone)	Unlimited	\$0.029	\$0.029
Out of Contract	\$0.075	\$0.075	\$0.075

Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. While there are plans that offer free long distance, the customer may choose to use another carrier for their long distance purposes; however, declining the Lingo long distance will not reduce the package monthly rate.

Long distance is only applicable to standard outbound domestic long distance only, originating from Lingo customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.



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SECTION 8 - CONTRACT SERVICES

8.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

8.2 Special Service Arrangements

8.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

8.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

8.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 9 - SPECIAL ARRANGEMENTS

9.1 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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LOCAL BUSINESS EXCHANGE TELECOMMUNICATIONS TARIFF

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SECTION 10 - PROMOTIONS

10.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

10.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

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ACCESS SERVICES TARIFF

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*This tariff, Delaware Tariff No. 3, issued by  
Lingo Communications of the Northeast, LLC  
cancels and replaces in its entirety  
Delaware Tariff No. 2 issued by  
Birch Communications of the Northeast, LLC d/b/a Birch Communications*

DELAWARE

TELECOMMUNICATIONS ACCESS SERVICES TARIFF

OF

LINGO COMMUNICATIONS OF THE NORTHEAST, LLC

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate access telecommunications services by Lingo Communications of the Northeast, LLC ("Lingo") with principal offices located at 115 Gateway Drive, Macon, GA 31210. This tariff is on file with the Delaware Public Service Commission, and copies may be inspected, during normal business hours, at the Company principal place of business.

## ACCESS SERVICES TARIFF

## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*	51	Original	*
1	Original	*	27	Original	*	52	Original	*
2	Original	*	28	Original	*	53	Original	*
3	Original	*	29	Original	*	54	Original	*
4	Original	*	30	Original	*	55	Original	*
5	Original	*	31	Original	*	56	Original	*
6	Original	*	32	Original	*	57	Original	*
7	Original	*	33	Original	*	58	Original	*
8	Original	*	34	Original	*	59	Original	*
9	Original	*	35	Original	*	60	Original	*
10	Original	*	36	Original	*	61	Original	*
11	Original	*	37	Original	*	62	Original	*
12	Original	*	38	Original	*	63	Original	*
13	Original	*	39	Original	*	64	Original	*
14	Original	*	40	Original	*	65	Original	*
15	Original	*	41	Original	*	66	Original	*
16	Original	*	42	Original	*	67	Original	*
17	Original	*	43	Original	*			
18	Original	*	44	Original	*			
19	Original	*	45	Original	*			
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*						

\* - indicates those pages included with this filing

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ACCESS SERVICES TARIFF

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ACCESS SERVICES TARIFF

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- (C) - To signify changed listing, rule, or condition that may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule, or condition.
- (I) - To signify an increase.
- (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a reduction.
- (S) - To signify reissued material.
- (T) - To signify change in wording of text but not change in rate, rule, or condition.

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ACCESS SERVICES TARIFF

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## TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.



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ACCESS SERVICES TARIFF

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

**Access Code** - Denotes a uniform code assigned by the Company to an individual End User. The code has the form 101XXXX or 950-XXXX.

**Access Line** - An arrangement which connects an End User's local exchange line to a Company-designated switching center or point of presence.

**Access Minutes** - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

**Access Service Request (ASR)** - The service order form used by access service Customers and the Company to establish, move, or rearrange access services provided by the Company.

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or Customer's or End User's terminal equipment as an indication that the called party has answered or disconnected.

**Automatic Number Identification (ANI)** - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

**Bit** - The smallest unit of information in a binary system of notation.

**Bps** - Bits per second. The number of bits transmitted in a one second interval.

**Call** - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

**Casual Calling** - Where access to the Company's network and the subsequent use of service by the Customer is initiated through the dialing of a toll-free number or Access Code. Casual Calling allows non-Pre subscribed End Users to utilize the services of the Company.

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ACCESS SERVICES TARIFF

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Central Office - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

Channel - A communications path between two or more points.

CIC - An interexchange carrier identification code.

Commission - Delaware Public Service Commission.

Company or Carrier - Used throughout this tariff to indicate Lingo Communications of the Northeast, LLC.

Constructive Order - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End Users.

Customer Premises - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

Dedicated Access - Where originating or terminating access between an End User and an Interexchange Carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence without utilizing the services of the local switched network.

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ACCESS SERVICES TARIFF

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

DS0 - Digital Signal Level 0; a dedicated, full-duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

DS1 - Digital Signal Level 1; a dedicated, high-capacity, full-duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high-capacity, full-duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

End Office - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or another local exchange company.

End Office Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the End User is the customer of an Interexchange Carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

End User Premises - The premises specified by the Customer or End User for termination of access services at the End User's physical location.

Equal Access - Where the local exchange company Central Office provides interconnection to Interexchange Carriers with Feature Group D circuits. In such End Offices, End Users can presubscribe their telephone line(s) to their preferred Interexchange Carrier. A form of dialed access provided by local exchange companies whereby telephone calls dialed by the End User are automatically routed to the Company's network. End Users may also route calls to the Company's network by dialing an access code provided by the Company.

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ACCESS SERVICES TARIFF

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Exchange - A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specified area. An Exchange may consist of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Gbps - Gigabits per second; billions of bits per second.

Host Office - An electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Individual Case Basis or ICB - A process whereby the terms, conditions, rates and/or charges for a service provided under the general provisions of this tariff are developed or modified based on the unique circumstances in each case. ICB rates are determined using the rules and regulations for Special Contracts, Arrangements and Construction as contained in Section 4 of this tariff.

Interstate - The regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

Intrastate - For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the State of Delaware.

Interexchange Carrier (IXC or IC) - A long distance telecommunications services provider that furnishes services between exchange areas.

Kbps - Kilobits per second; 1000s of bits per second.

LATA or Local Access and Transport Area - A geographic area for the provision and administration of communications services existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192; or established by a Bell operating company after February 8, 1996 and approved by the FCC; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

LEC - Local Exchange Company.

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ACCESS SERVICES TARIFF

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Mbps - Megabits per second; millions of bits per second.

Message - See Call.

N/A - Not Applicable.

Non-Recurring Charge or NRC - The initial charge, usually assessed on a one-time basis, to initiate and establish a service or feature.

NPA - Numbering Plan Area or area code.

OC-12 - A high-capacity channel for full-duplex, synchronous, optic transmission of digital signals based on the SONET standard, at a rate of 622.08 Mbps.

OC-3 - A high-capacity channel for full-duplex, synchronous, optic transmission of digital signals based on the SONET standard, at a rate of 155.52 Mbps.

OC-48 - A high-capacity channel for full-duplex, synchronous, optic transmission of digital signals based on the SONET standard, at a rate of 2.4 Gbps

Off-Hook - The active condition of Switched Access service or a telephone exchange line.

On-Hook - The idle condition of Switched Access service or a telephone exchange line.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

PIC Authorization - A Customer's or End User's selection of a PIC that meets the requirements of Federal and state law.

PIC - Primary Interexchange Carrier.

Point of Presence or POP - The physical location associated with an Interexchange Carrier's communication and switching systems.

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ACCESS SERVICES TARIFF

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Point of Termination - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

Presubscription - An arrangement whereby an End User selects and designates to the Company or other LEC, a carrier the End User wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

Primary Interexchange Carrier - The IXC designated by an End User as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Private Line - A service which provides dedicated path between one or more End User or Customer Premises.

Query - The inquiry to a Company data base to obtain information, processing instructions or service data.

Recurring Charge - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

Remote Switching Modules or Remote Switching Systems (RSM/RSS) - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to an End User or Customer.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance, such acceptance not to be reasonably withheld or denied. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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ACCESS SERVICES TARIFF

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Service Order - A written request for network services executed by the Customer and the Company.

Serving Wire Center Switch - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer or End User is connected via station loops or trunks to a Serving Wire Center Switch.

Special Access - See Dedicated Access.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

Switched Access - Where originating or terminating access between an End User and an Interexchange Carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

Tandem Switch - See Access Tandem.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from a Customer's Point of Presence to an End User Premises.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- 2.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Limitations

- 2.3.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- 2.3.3 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.4 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall not be relieved of any obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.3.5 The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Assignment and Transfer

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any entity directly or indirectly controlling, controlled by or under common control with the Company, whether direct or indirect; b) under any sale or transfer of all or substantially all the assets of the Company within the state; or c) under any financing, merger or reorganization of the Company.

2.5 Application or Service

Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.6 Ownership of Facilities

2.6.1 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

2.6.2 Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear excepted.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Liability of the Company

- 2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foresee ability thereof.
- 2.7.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant commission, rules and regulations.
- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Liability of the Company (Cont'd.)

- 2.7.6 No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8 The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those warranties and representations expressly set forth herein.
- 2.7.9 Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights in the future with respect to that provision or from asserting its rights under other provisions.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8 Liability of the Customer

- 2.8.1 The Customer will be liable for damages to the facilities of the Company and for all direct, indirect, incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2 To the extent caused by the acts or omissions of the Customer as described in Section 2.8.1, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3 A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4 The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to the Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Obligations of the Customer

2.9.1 The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to, the following:

- A. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premise, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- B. providing at no charge, as specified from time to time by the Company, any needed equipment, secured space, power, supporting structures, and conduit to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- C. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1.B. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Obligations of the Customer (Cont'd.)

2.9.1 (Cont'd.)

- E. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.9.1.C.; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- F. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes;
- H. taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any of the Company's service(s) as described herein; and
- I. ensuring that any Customer-provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.



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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Obligations of the Customer (Cont'd.)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to, the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate the planning of actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.9 Obligations of the Customer (Cont'd.)

## 2.9.2 (Cont'd.)

## C. Jurisdictional Reports

Jurisdictional reporting requirements will be as specified below. When a Customer orders access service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. The Percent State Usage (PSU) is 1-PIU. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

1. Originating Access - Originating access minutes consist of traffic originating from the Company local switching center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

2. Terminating Access - Terminating access minutes consist of traffic terminating to the Company local switching center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

3. Except where access minutes are measured by Company call detail, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 Obligations of the Customer (Cont'd.)

2.9.2 (Cont'd.)

D. Jurisdictional Audits

1. The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified, and upon request of the Company, shall make such records available for inspection and audit. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.
2. Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year. The Customer shall supply the required data within 30 calendar days of the Company request.
3. In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.
4. Should an audit reveal that the misreported percentage(s) of use resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
5. Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Billing and Payment For Service

2.10.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- B. any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize; and
- C. any calls placed by or through the Customer's equipment via any remote access feature(s).

2.10.2 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service will be used or not.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Billing and Payment For Service (Cont'd.)

2.10.3 Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the Company or its agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any non-recurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable as specified on the bill. The Company reserves the right to utilize as its sole and exclusive billing method electronic invoices that are accessible by the Customer via a secure web interface.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Any requests by the Customer for call detail records supporting billed usage charges must be submitted to the Company in writing or via electronic mail that is acknowledged as received by the Company, within sixty (60) days of the date of the invoice on which the usage was billed. Any such call detail records will be provided in a format to be mutually agreed between the Company and the Customer.
- E. Customer billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Billing and Payment For Service (Cont'd.)

2.10.3 Payment for Service (Cont'd.)

- G. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.
- H. In the event Company, in its sole discretion, chooses to forego billing the Customer for access services in any particular month(s), Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months.

2.10.4 Disputed Charges

- A. Any objections to billed charges must be reported to the Company or its billing agent in writing or via electronic mail that is acknowledged by the Company within sixty (60) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Billing and Payment For Service (Cont'd.)

2.10.4 Disputed Charges (Cont'd.)

- C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- G. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Lingo Communications of the Northeast, LLC.  
115 Gateway Drive  
Macon, GA 31210  
888-275-0777

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Billing and Payment For Service (Cont'd.)

2.10.5 Dispute Resolution

This Section applies to any dispute, controversy, or claim, whether based in contract, tort, equity, statute or any other legal theory, between the Customer and the Company arising out of, or relating to, any service, product, facilities, charge, advertising, representation, act or omission of the Company, or any other dispute, controversy, or claim arising from the relationship between the parties that either the Customer or the Company has against the other, regardless of the date of accrual and even if the dispute, controversy, or claim arises after service has terminated (hereinafter collectively referred to herein as "Dispute" or "Disputes"). All Disputes must be resolved as described in this section. BY ORDERING AND/OR CONTINUING SERVICES PROVIDED IN THIS TARIFF, THE CUSTOMER AGREES THAT ANY DISPUTE WILL BE RESOLVED BY THE DISPUTE RESOLUTION PROCESS DESCRIBED HEREIN AND NOT BY A JUDGE OR JURY IN COURT.

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration.

If the parties are unable to resolve the Dispute within 60 days of the initial notice, either party may request arbitration as described below.

MANDATORY ARBITRATION OF DISPUTES, ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.



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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Billing and Payment For Service (Cont'd.)

2.10.5 Dispute Resolution (Cont'd.)

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association ("AAA") at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this tariff and may not award punitive damages.

If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney's fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission.

If any portion of this Section is determined to be invalid or unenforceable, the remainder of this section and this Tariff shall remain in full force and effect.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Billing and Payment For Service (Cont'd.)

2.10.6 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

2.10.7 Returned Check Charge

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Taxes, Surcharges and Fees

- 2.11.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro-rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- 2.11.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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ACCESS SERVICES TARIFF

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.12 Deposits and Advanced Payments

## 2.12.1 General

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. If a Customer's creditworthiness is unacceptable to the Company, Company may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

## 2.12.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- B. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.
- C. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- D. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- E. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12 Deposits and Advanced Payments (Cont'd.)

2.12.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.13 Cancellation by Customer

2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
  - 1. all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer; plus
  - 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer; plus
  - 3. all recurring charges specified in the applicable service order for the balance of the then current term.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.13 Cancellation by Customer (Cont'd.)

2.13.3 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.14 Cancellation by Company

2.14.1 Service continues to be provided until canceled by the Customer pursuant to Section 2.13 or until discontinued by the Company. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.2 The Company may refuse or discontinue service to a Customer without notice under the following conditions:

- A. Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- B. The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. In the event of Customer or End User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- D. In the event of tampering with the equipment or services of the Company or its agents.
- E. In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- F. If any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to the Company's facilities. Company may in the alternative refuse to furnish service until the applicant or Customer shall have remedied the condition.



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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.14 Cancellation by Company (Cont'd.)

2.14.3 Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A. The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
- B. A Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, to the extent that Customer, after five (5) days notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same.
- E. For use of telephone service for any property or purpose other than that described in the application.
- F. For Customer's breach of any contract for service between the Company and the Customer.
- G. For periods of inactivity in excess of sixty (60) days.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Restoration of Service

- 2.15.1 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnected for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2 A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3 Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.16 Provision of Company Equipment and Facilities

- 2.16.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.16.2 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.16.3 Equipment that the Company provides or installs at the Customer premise shall not be used for any purpose other than that for which the equipment is provided.
- 2.16.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment. If such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered by Company under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment; or
  - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.17 Interconnection

- 2.17.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4 If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.18 Customer-Provided Equipment

- 2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. The Customer may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2 Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.19 Inspection, Testing and Adjustments

- 2.19.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours and is requested by the Customer.
- 2.19.3 The Company will use commercially reasonable efforts to provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.20 Allowances for Interruptions in Service

2.20.1 General

- A. The provision of this Section 2.20 apply generally to the Company's Dedicated Access services only, and specifically, to any Recurring Charges applicable to Dedicated Access services.
- B. Upon the written request of the Customer, delivered to the Company no later than thirty (30) days following the date of service interruption, a credit allowance will be given when service is interrupted, except as specified in Section 2.20.2. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- C. An interruption period begins when the Customer reports to the Company a service, facility or circuit is inoperative and, if necessary, releases it for testing and repair by the Company, as determined in Company's sole reasonable discretion. An interruption period ends when the service, facility or circuit is operative.
- D. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, refuses access to the Customer Premises for test and repair by the Company, or continues to make voluntary use of the service, then the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired but not interrupted.
- E. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to, the Customer.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.20 Allowances for Interruptions in Service (Cont'd.)

2.20.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. due to circumstances or causes beyond the reasonable control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or
- G. that was not reported to the Company within thirty (30) days of the date that service was affected.
- H. Cellular and other wireless transmission is subject to interruptions including but not limited to, dropped calls, interrupted calls, unintelligible calls, one-way audio and other problems created by factors beyond Company's control. Under no circumstances will Company provide credit or payment of any kind for calls which experience problems related to cellular (wireless) transmissions.

2.20.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.



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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.20 Allowances for Interruptions in Service (Cont'd.)

2.20.4 Application of Credits for Interruptions in Service

- A. Except as provided in Section 2.20.2.A., if a Customer's service is interrupted, and it remains interrupted for eight normal working hours or longer after access to the Customer Premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds \$1.00.
- B. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro-rata part of the month's flat rate charges (if any) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.
- C. For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:  
  
$$\text{Credit} = A/720 \times B$$
  

A = outage time in hours (must be 8 or more)  
B = total monthly Recurring Charge for affected service.
- D. No credits will be provided for usage-sensitive services.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.21 Notices and Communications

- 2.21.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.21.2 The Company shall designate on the service order or contract an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on bills for service to which the Customer shall mail payment on that bill.
- 2.21.3 Notice of a pending disconnection of a Customer's service may contain the reason for the notice, the date of the notice, a description of any remedies the Customer may make, the time allotted for the Customer to make remedies (if any), and a toll free customer service number the Customer may call to obtain additional information.
- 2.21.4 Except as otherwise stated in this tariff, all other notices or communications required to be given under this tariff will be in writing.
- 2.21.5 Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the second business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.21.6 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.22 Mixed Interstate and Intrastate Switched Access Services

2.22.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.9.2 will serve as the basis for prorating the charges. The percentage of an access service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply PIU times the quantity of chargeable elements times the intrastate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the intrastate rate.

2.22.2 A similar calculation is then performed to determine the interstate portion of the bill.

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ACCESS SERVICES TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Access Facilities

2.23.1 When mixed interstate and intrastate service is provided over a Dedicated Access facility, the jurisdiction will be determined as follows.

- A. If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- B. If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- C. If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

- 3.1.1 Switched Access service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2 If a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3 In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Switched Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's Switched Access services as described and priced herein.

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ACCESS SERVICES TARIFF

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## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

## 3.2 Manner of Provision

- 3.2.1 Switched Feature Group (FG) Access is furnished for originating and terminating calls by the Customer to its End User. FG Access is furnished on a per-line or per-trunk basis.
- 3.2.2 Originating traffic type represents access capacity within a LATA for carrying traffic from the End User to the Customer; and Terminating traffic type represents access capacity within a LATA for carrying traffic from the Customer to the End User. When ordering capacity for FG Access, the Customer must at a minimum specify such access capacity in terms of originating traffic type and/or terminating traffic type.
- 3.2.3 FG Access is provisioned, at minimum, at the DS-1 level and provides line-side or trunk-side access to End Office switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).
- 3.2.4 Two types of FG Access are available:
  - A. Tandem Connect Access: This option applies when the customer has no direct facilities to the End Office. Traffic is routed to and from the End Office via the Access Tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.
  - B. Direct Connect Access: This option applies when the Company or another service provider provides dedicated facilities between the Customer's premises and the End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for the dedicated portion of Direct Connect Access. The dedicated portion of Direct Connect Access is provided on an Individual Case Basis as Special Contracts, Arrangements and Construction pursuant to Section 4 of this tariff.

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ACCESS SERVICES TARIFF

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## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

## 3.3 Rate Categories

There are two rate categories which apply to Switched Access Service:

- End Office Switching (includes Common Line and Switched Transport)
- Toll-Free 8XX Data Base Access Service

## 3.3.1 End Office Switching

The Company combines traditional per minute switched access rate elements into a single composite per minute rate element. The Company's composite rate is not discountable based on the customer's use of only some of the identified switched access components. This element includes the following rate categories:

## A. Common Line

The Common Line rate category establishes the charges related to the use of Company-provided end user common lines by customers and end users for intrastate access.

## B. Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport rate category also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM or its equivalent.

## C. End Office Switching

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

## 3.3.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 Access Ordering

3.4.1 General

- A. Customers may order Switched Access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.
- B. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.
- C. The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for access service, the Customer shall provide the following minimum information:
  - 1. Customer name and Premises address(es);
  - 2. Billing name and address (when different from Customer name and address); and
  - 3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

## 3.4 Access Ordering

## 3.4.2 Access Service Date Intervals

- A. Access service is provided with standard or negotiated intervals
- B. The Company will specify a firm order confirmation date and Service Commencement Date contingent on the ASR being complete as received. To the extent the access service can be made available with reasonable effort, the Company will provide the access service in accordance with the Customer's requested interval, subject to the following conditions:
  - 1. For service provided under a standard interval: The standard interval for Switched Service will be sixty (60) business days from the application date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access services provided under the standard interval will be installed during Company business hours.
  - 2. For service provided under a negotiated interval: The Company will offer a Service Commencement Date based on the type and quantity of access services the Customer has requested. The negotiated interval may not exceed by more than six months the standard interval Service Commencement Date, or, when there is no standard interval, the Company offered Service Commencement Date, except as otherwise agreed by the Company in writing. The Company will negotiate a Service Date interval with the Customer when:
    - (a) The Customer requests a Service Commencement Date before or beyond the applicable standard interval Service Commencement Date; or
    - (b) There is no existing facility connecting the Customer Premises with the Company; or
    - (c) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering or special construction is required to complete the order); or
    - (d) The Company determines that access service cannot be installed within the standard interval.

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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.4 Access Ordering (Cont'd.)

3.4.2 Access Service Date Intervals (Cont'd.)

- C. All services for which rates are applied on an Individual Case Basis are provided with a negotiated interval.

3.4.3 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work-force assigned to complete such an order within normal business hours.

3.5 Special Construction or Special Service Arrangements

- 3.5.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a commercially reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 4 of this tariff.

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ACCESS SERVICES TARIFF

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## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

## 3.6 Obligations of the Company

3.6.1 With regard to access services provided by Company, specific Company responsibilities include, but are not limited to the following:

A. Network Management

The Company will administer its network to ensure provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, to any traffic carried over its network, including that associated with a Customer's Switched Access service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

B. Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the End Offices. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk-side access will be provided through the use of two-wire or four-wire trunk terminating equipment.

Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an Access Tandem Switch and (2) the directionality of the service.

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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.7 Obligations of the Customer

3.7.1 The Customer has certain specific obligations pertaining to the use of Switched Access service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

A. Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable:

1. Jurisdictional Reports

When a Customer orders Switched Access service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.2.C. Charges will be apportioned in accordance with those reports.

2. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each End Office or Access Tandem Switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 access service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company's option to ensure acceptable service levels.

B. On- and Off-Hook Supervision

The Customer's facilities shall provide the necessary on- and off-hook supervision for accurate timing of calls.

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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations

3.8.1 General

There are three type of rates and charges that apply to Switched Access service provided by the Company. The rates and charges are monthly recurring charges, usage charges, and nonrecurring charges.

3.8.2 Types of Charges

- A. Nonrecurring Charges - are one-time charges that apply for a specific work activity (e.g., installation or changes to an existing service). Non-recurring charges may apply for installation of service, installation of optional features and service rearrangements.
- B. Recurring Charges - are flat monthly rates that apply for each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.
- C. Usage Charges - are rates that apply only when a specific rate element is used. These are applied on a per-access minute, a per-call or per-query basis. Usage rates are accumulated over a monthly period.

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ACCESS SERVICES TARIFF

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## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

## 3.8 Rate Regulations (Cont'd.)

## 3.8.3 Measurement of Access Minutes

- A. When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's End Office (indicating that the originating End User has disconnected), or from the Customer's facilities, whichever is recognized first by the entry switch.
- B. For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Customer's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.
- C. When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.
- D. For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.3 Measurement of Access Minutes (Cont'd.)

- E. Mileage, where applicable, will be measured in accordance with standard industry practices.
- F. The Company will use the Small Exchange Carrier Access Billing ("SECAB") guidelines, or the Carrier Access Billing System ("CABS") guidelines, or other system that emulates or otherwise produces a reasonable substitute for the output of SECAB or CABS, for billing all charges under this tariff. The Company will provide billing using a hardcopy format or upon request, a mechanized medium (e.g., cartridge tape, CD ROM, etc.). Bills will be accurate and contain sufficient supporting details to allow customers to account for the charges and to verify their accuracy in a reasonable and timely fashion. Requests for additional bill detail will be handled and priced on an Individual Case Basis (ICB).

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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.4 Moves

- A. A move of services involves a change in the physical location of one of the following:

1. The point of termination at the Customer Premises, or
2. The Customer Premises

- B. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below:

1. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the Nonrecurring Charge for the capacity affected. There will be no change in the minimum period requirements.

2. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated Nonrecurring Charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.



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ACCESS SERVICES TARIFF

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.8 Rate Regulations (Cont'd.)

3.8.5 Service Rearrangements

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's Premises or the Customer's End User's Premises. Changes which result in the establishment of new minimum period obligations or a change in the physical location of the point of termination at the Customer's Premises or the Customer's End User's Premises are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the access service to the same entity without a change in jurisdiction.

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ACCESS SERVICES TARIFF

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## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

## 3.9 Rates and Charges

## 3.9.1 Common Line Access Service

## A. Carrier Common Line

Per Originating Minute  
Per Terminating MinuteNote 1  
Note 1

## 3.9.2 Switched Transport Service

## A. Tandem Switched Transport Usage Charges

Tandem Switched Transport, per Minute  
Tandem Switched Transport, per Minute, per Mile  
Tandem Switching, per MinuteNote 1  
Note 1  
Note 1

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Tandem Switched Transport.

## ACCESS SERVICES TARIFF

## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

## 3.9 Rates and Charges (Cont'd.)

## 3.9.3 End Office Switching

## A. Local Switching, per Minute

	<u>Originating</u>	<u>Terminating</u>
Direct-Trunked	\$0.01157300	Note 2
Tandem Routed	\$0.01329100	Note 2

B. Transport Interconnection Charge  
Per Minute

Note 1

C. Information Surcharge  
Per Minute

Note 1

## 3.9.4 Toll-Free 8XX Data Base Access Service

Per Query

\$0.003086

Note 1: All access minutes are billed at a single per minute access rate found in Section 3.9.3.A, Local Switching. This composite rate includes the elements traditionally billed as Transport Interconnection Charge and Information Surcharge.

Note 2: See the Company's Access Services Tariff FCC No. 1 at the following link <https://apps.fcc.gov/etfs/public/browseLec.action?lecType=clec&list=50>.

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ACCESS SERVICES TARIFF

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## SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION

## 4.1 Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon by the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff.

Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

## 4.2 Special Service Arrangements

4.2.1 If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

4.2.2 Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

4.2.3 If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

## 4.3 Non-Routine Installation Charges

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

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ACCESS SERVICES TARIFF

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SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION (CONT'D.)

4.4 Special Construction Charges

4.4.1 General

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  2. of a type other than that which the Company would normally utilize in the furnishing of its services;
  3. over a route other than that which the Company would normally utilize in the furnishing of its services;
  4. in a quantity greater than that which the Company would normally construct;
  5. on an expedited basis;
  6. on a temporary basis until permanent facilities are available;
  7. involving abnormal costs;
  8. in advance of its normal construction; or
  9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be based on the costs incurred by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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ACCESS SERVICES TARIFF

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SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION (CONT'D.)

4.4 Special Construction Charges (Cont'd.)

4.4.2 Basis for Cost Computation

Costs for special construction may include one or more of the following items to the extent they are applicable:

- A. cost of installed facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost may include:
  - 1. installation of equipment and materials provided or used,
  - 2. engineering, labor and supervision during construction,
  - 3. transportation of materials, and
  - 4. rights of way required for transmission facilities;
- B. cost of operation, maintenance, and administration of equipment and facilities;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. general administrative expenses, including taxes on the basis of average charges for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and other related regulatory fees;
- G. any other item of expense associated with the particular special service arrangement; and
- H. an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment and contingencies.

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ACCESS SERVICES TARIFF

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SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS AND CONSTRUCTION (CONT'D.)

4.4 Special Construction Charges (Cont'd.)

4.4.3 Termination Liability

- A. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities or services specially constructed at the request of the Customer.
- B. The termination liability period is the estimated service life of the facilities provided.
- C. The amount of the maximum termination liability is equal to the estimated cost for installation and operation of the service during its service life. Costs include those items previously listed in Section 4.4.2.
- D. The applicable termination liability will be calculated based on the following:
  - 1. Multiplying the sum of the amounts determined as set forth in Section 4.4.3.C preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies.
  - 2. The amount determined in 4.4.3.D.1. preceding shall be adjusted to reflect the predetermined estimate of net salvage, if any, including any reuse of the facilities provided.
  - 3. The final termination liability is then adjusted to reflect applicable taxes or regulatory fees.